

RECORDATION NO. 18423-C FILED

SEP 14 '01 10-09 AM

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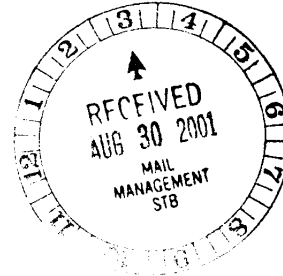
Writer's Direct Dial No.  
(410) 385-3432

~~SURFACE TRANSPORTATION BOARD~~  
MCLEAN, VA  
ROCKVILLE, MD  
TOWSON, MD  
WASHINGTON, D.C.

August 29, 2001

VIA: FEDERAL EXPRESS

Surface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20423-0001  
Attention: Ms. Taledia Stokes



**RE:** Allfirst Bank and Savage-Tolk Corporation

Dear Ms. Stokes:

Enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) original Memorandums of Modification of Assignment of Lease and Rents and of Guaranty dated August 9, 2001.

The names and addresses of the parties to the enclosed document are:

Lessor: Allfirst Bank  
25 S. Charles Street  
Baltimore, Maryland 21201

Lessee : Savage-Tolk Corporation (formerly known as Wheelabrator Coal Services Company)  
3505 Olsen Boulevard, Suite 210  
Amarillo, Texas 79109

A description of the railroad equipment covered by the enclosed document is:

One hundred thirty-seven (137) newly manufactured 4,000 cu. ft., 118-ton capacity, 286,000 lb. gross rail load, roller bearing, five pocket, rapid discharge, rotary coupled aluminum open top coal hopper cars bearing GRTX reporting marks and identified by road nos. 13001 through 13130, inclusive and WCSX reporting marks and identified by road nos. 12124 through 12130, inclusive.

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Surface Transportation Board  
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**MILES & STOCKBRIDGE P.C.**

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to the undersigned.

Thank you for your attention to this matter. Please feel free to call me at (410) 385-3432 should you have any questions.

Sincerely,

  
Laura Snyder Ruyjeon  
Legal Assistant

LSR/sld  
Enclosures

cc: Henryka Craig, Esq. (w/ enclosures)

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SEP 14 '01 10:19 AM

SURFACE TRANSPORTATION BOARD

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**MEMORANDUM OF MODIFICATION  
OF ASSIGNMENT OF LEASE AND RENTS AND OF GUARANTY**

**dated August 9, 2001**

**by**

**ALLFIRST BANK**

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**MEMORANDUM OF MODIFICATION  
OF ASSIGNMENT OF LEASE AND RENTS AND OF GUARANTY**

THIS MEMORANDUM OF MODIFICATION OF ASSIGNMENT OF LEASE AND RENTS AND OF GUARANTY (this "Agreement") is made as of this 9<sup>th</sup> day of August, 2001, by ALLFIRST BANK (formerly known as The First National Bank of Maryland), a Maryland state-chartered banking corporation (the "Lessor"), witnesseth:

RECITALS

A. The Lessor is the lessor under that certain Schedule No. 1 to Railcar Lease Agreement, each dated as of September 30, 1993 (the "Lease"), by and between the Lessor and Wheelabrator Coal Services Company, a Delaware corporation (the "Lessee").

B. To secure that certain obligations of the Lessor to Aid Association for Lutherans, a Wisconsin fraternal benefit organization (the "Lender"), the Lessor executed in favor of the Lender an Assignment of Lease and Rents and of Guaranty dated as of September 30, 1993 (the "Assignment"), pursuant to which the Lessor assigned to the Lender all of Lessor's rights in and to the Lease.

C. The Assignment was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303(a) on September 30, 1993 under the Recordation No. 18423-A.

D. The Lessee subsequently changed its name from Wheelabrator Coal Services Company to Savage-Tolk Corporation.

E. The Lessor desires to amend certain provisions of the Assignment.

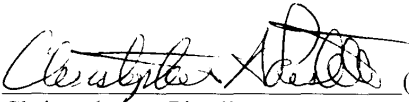
TERMS

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor hereby represents as follows:

1. The facts set forth above are true and accurate in each respect.
2. The Assignment is hereby amended so that every reference to the Lessee shall be deemed to refer to Savage-Tolk Corporation.
3. The term "this Assignment" as used in the Assignment shall mean the Assignment as modified herein unless the context clearly indicates or dictates a contrary meaning.
4. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be executed as of the date first above written.


ALLFIRST BANK  
(formerly known as The First National Bank of Maryland)

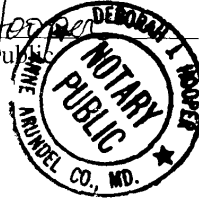
By:  (SEAL)  
Christopher A. Pistell  
Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 9<sup>th</sup> day of August, 2001, before me, a Notary Public of the City and State aforesaid, personally appeared Christopher A. Pistell, to me personally known, who being by me duly sworn, says that he is a Vice President of Allfirst Bank, a Maryland state-chartered banking corporation, that the seal affixed to the foregoing instrument is the seal of said association, that said instrument was signed and sealed on behalf of said association by authority of the Executive Committee of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

AS WITNESS my hand and notarial seal.

  
Notary Public



My Commission Expires: 7/27/02